



2017 South Landscape Maintenance

Parks Operations Division

PARKS & RECREATION DEPARTMENT



EVERYTHING GROWS HERE.

2017 CITY OF DUBLIN SOUTH LANDSCAPE MAINTENANCE PROJECT

Bid Number: _____

Bid Opening Date: Monday, November 21, 2016

Bid Opening Time: 10:00 a.m.

Place: City of Dublin Service Center

6555 Shier-Rings Road

Dublin, OH 43016-8716

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BIDDING REQUIREMENTS

INVITATION TO BID

2017 CITY OF DUBLIN SOUTH LANDSCAPE MAINTENANCE PROJECT

The City of Dublin, Ohio (hereafter "The City") is seeking a proposal from _____ (hereafter "The Contractor") for a project known as the 2017 City of Dublin South Landscape Maintenance Project. This project consists of all labor, equipment, and materials required for the 2017 City of Dublin South Landscape Maintenance Project.

The Proposal must be submitted in a sealed envelope plainly marked CITY OF DUBLIN PARKS OPERATIONS – Project Name: CITY OF DUBLIN SOUTH LANDSCAPE MAINTENANCE PROJECT, and must be addressed to Jason Anderson, Director of Parks Operations, City of Dublin, 6555 Shier Rings Road, Dublin, Ohio 43016. Sealed proposals must be submitted no later than 10:00 a.m. (local time) on Monday, November 21, 2016 and will be publicly opened at 10:00 a.m. on Monday, November 21, 2016 at the address above.

The City of Dublin may choose to not award the bid until 90 days after the opening of proposals. The City will consider all proposals valid until 90 days after the opening date, despite not being accepted or rejected by the City.

A pre-bid meeting will be held on Monday, November 14, 2016 at 10:00 a.m. at the City of Dublin Service Center, 6555 Shier-Rings Rd., Dublin, Ohio 43016.

Contract specifications and documents may be reviewed at 6555 Shier Rings Road, Dublin, Ohio 43016 between the hours of 8:00 a.m. to 4:00 p.m. (local time), Monday through Friday, beginning Monday, November 7, 2016. Documents are available online at <http://www.dublin.oh.us/business/bids> at no cost. When downloading bid documents from online you must register as a plan-holder to receive any addendums that may be issued.

THE CITY OF DUBLIN RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS

INSTRUCTIONS TO BIDDERS

Bidders may not contact any other City employee or official concerning this Invitation to Bid. The bidder will be required to state in full detail on the proposal its experience in this class of work. Bids from Contractors inexperienced in this particular class of work may not be considered.

A. ANTICIPATED SCHEDULE

1. The initial timeline of this sourcing project is outlined below to assist you in planning potential next steps. The City reserves the right to alter this plan without cause or notice

Public Notice of Bid	Monday, November 7, 2016
Pre-Bid Meeting	Monday, November 14, 2016, 10:00 AM
Bid Opening	Monday, November 21, 2016, 10:00 AM
Vendor Interviews	Tuesday, November 22, 2016 and Wednesday, November 23, 2016
Implementation Begins	Wednesday, February 1, 2017

B. RECEIPT AND OPENING OF BIDS

1. Separate sealed bids will be received in the Parks Operations department, at 6555 Shier Rings Road, Dublin, Ohio 43016, until the time and date stated in the Invitation to Bid. Bids shall then be publicly opened and read aloud. Bidders shall submit four (4) hard copies. Hardcopies of bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, bidder's address, and the words "BID DOCUMENTS.". Please clearly mark your envelope with the Bid Title, Bid Number, and Bid Opening Date to prevent opening prior to the opening date. The City will not accept bids submitted in unmarked envelopes that are opened by the City in its normal course of business. If time permits, the City may, but shall not be required to, return the bid and inform the bidder that the bid may be resubmitted in a sealed envelope properly marked as indicated above.

C. PREPARATION OF BIDS

1. Each bid must be submitted on the prescribed forms and all blank spaces for bid prices must be completed in ink or be typewritten in figures. Dublin reserves the right to correct obvious mathematical errors in the bid. Bid prices shall include all labor, materials, and equipment necessary to complete the work in accordance with the Contract Documents.
2. Bid should provide a straightforward concise description of the Bidder's services, approach and ability to meet the City's needs as stated in this bid. Forms shall be presented in the following order:
 - a) CORPORATE AFFIDAVIT
 - b) DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT
 - c) BIDDER QUALIFICATION STATEMENT (if needed)
 - d) BID PROPOSAL FORM

D. WITHDRAWAL OF BIDS

1. The City reserves the right to accept or reject any or all bids, to waive any informalities or irregularities in the bidding process and to enter into a contract with the bidder whom, in its opinion, offers the lowest and best bid.
2. Bids may be withdrawn personally or in writing provided that the City receives the withdrawal before the time and date fixed for the bid opening.

E. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

1. Each bidder is required to be familiar with and to comply with the terms and conditions of the specifications and all other Contract Documents and with all Federal, State, and Local laws, ordinances and regulations that in any manner relate to the performance of the work in accordance with the Agreement.
2. Bidders shall visit the sites, examine the areas to which their services are to be supplied and thoroughly familiarize themselves with all conditions of the property before preparing a bid. The submission of a bid shall constitute a representation that such examination has been made relying on that representation; the City will not recognize any claims for compensation for additional labor, equipment, or materials.

F. ALTERNATE PROPOSALS

1. Any deviations from or exceptions to the specifications will not be accepted and will cause the bid to be considered not responsive to the bid solicitation.

G. EQUAL OPPORTUNITY - AFFIRMATIVE ACTION

1. Contracts under \$10,000.00 are exempt from the provisions of Executive Order 11246, as amended, requiring affirmative action for equal employment opportunity. Contracts are still subject to the January 27, 1972, Equal Employment Opportunity Executive Order of the Governor of the State of Ohio. The signing of the proposal will be considered as a statement that the Contractor is an Equal Employment Opportunity Employer.

H. NON COLLUSIVE AFFIDAVIT

1. Each bidder shall complete the Non Collusive Affidavit which is included as part of this Invitation to Bid.

I. BID QUESTIONS

1. All questions pertaining to this bid must be made in written form. The City reserves the right to share such questions and its respective answers with all other bid participants without disclosing the questions originator. Please direct all questions via email, no later than, November 14, 2016 to Jason Anderson, Director of Parks Operations, janderson@dublin.oh.us.

J. RIGHT OF REJECTION IN WHOLE OR IN PART; WAIVER OF DEFICIENCIES

1. The City reserves the right to reject or accept any or all bids in completely or in part; and to waive any non-material deficiencies in a bid if the City determines in its sole judgment that it is in the best interest of the City.

K. SELECTION OF BIDDER AND EXECUTION OF AGREEMENT

1. If it awards the Contract, the City will select the lowest and best bid that it deems to be in the City's best interest and issue a tentative NOTICE OF AWARD to the winning bidder. The award shall be subject to further discussions with the bidder that are deemed necessary by the City and to the execution by the bidder of an Agreement in the form contained in this Invitation to Bid. If the bidder does not execute the Agreement within five (5) business days of the NOTICE OF AWARD, the City may withdraw the NOTICE OF AWARD and enter into discussions with another bidder—in addition to and not limiting the City's other remedies.

L. TAX EXEMPTION

1. The City of Dublin is exempt from Federal Excise Taxes and Ohio Sales and Use Taxes. Bidders shall avail themselves of these exemptions. The City will provide exemption certificates upon request.

M. W-9 FORM

1. The successful bidder must provide the City of Dublin with a completed W-9 form prior to beginning the service.

N. BASIS FOR AWARD

1. The City will award the bid to the bidder that the City in its sole discretion determines to be the lowest and best bidder.
2. The City will not award the bid to any corporation, firm, or individual who is in arrears or in default to the City with regard to any debt, contract, security, or any other obligation.
3. In determining the successful bidder, the City may consider, in addition to price, the quality of work, the availability of the bidder, the experience of the bidder, the sufficiency of the financial resources of the bidder and the reputation of the bidder for ability, integrity, judgment and performance, as well as the ability of the bidder to provide additional maintenance and service. The City may award the Contract to a bidder other than the bidder submitting the lowest dollar bid. The City also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually, and without just cause, neglected the payment of bills or otherwise disregarded his obligations to successful bidders, material suppliers or employees. In determining the lowest and best bidder, the following elements, in addition to these above mentioned, may be considered and given such weight as the City in its discretion may assign whether the bidder:
 - a. Has on its payroll or is able to prove that it customarily employs supervisory personnel of the type qualified to oversee on a regular basis the kind of work called for in the Contract Documents.
 - b. Shows or is able to demonstrate to the satisfaction of the City that it possesses the ability and capacity to successfully perform the work bid on through the satisfactory past performance of work of a similar size, scope and comparable dollar value to that of the work bid on. The bidder shall have maintained a high level of performances on such similar work continuously during the past three years.

- c. Owns or possesses rented or leased equipment of the type customarily required by successful bidders in the performance of contract work and that such equipment, if needed, is available for this Invitation to Bid.
 - d. Has purchased materials over the past three years from suppliers who customarily sell same to successful bidders for similar work.
 - e. Is financially responsible to perform the work bid upon.
 - f. Is able to furnish references from other public owners indicating that it has satisfactorily completed contract work of the nature bid upon and in a consistent manner.
 - g. Has a record of harmonious relationship with other public owners on prior Federal, State, or local projects. Prompt payment to subcontractors is one factor to be considered by the City.
 - h. Has an excellent record of accomplishment of past performance on Federal, State, and/or local projects as concerns the quantity, quality, timeliness, cost, cooperation, and harmonious working relationship.
 - i. Is not on any list of firms disqualified from bidding pursuant to Ohio law or any other State or Federal list.
 - j. Has not been cited for three or more willful or serious violations of OSHA, or of any standard, order or regulation promulgated pursuant to such Act, during the three year period preceding the bid, which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupation Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction.
4. Bids will not be acceptable in any form other than as provided for by the Bid Proposal Form, including Price Sheet.
5. References. All bidders must furnish references of a minimum of three customers for whom contracted landscaping service is currently being performed on a weekly basis. These references are to be included with each bid prior to the bid opening time on the required form. Any bids not containing said information will be considered not responsive.

ODOT Pre-qualification

NOT APPLICABLE X

Bidders are required to be pre-qualified with the Ohio Department of Transportation. Bidders must present a current approved copy of ODOT Pre-qualification at the time proposals are picked up from City Engineer's Office.

General Specifications

NOT APPLICABLE X

*The general specifications for the Project are the following (as all are in effect at time of awarding of the contract):

- 1). City of Dublin, Ohio Streets and Highways General Provisions
- 2). Sections 200 through 1000 of the *Construction and Material Specifications of the City of Columbus, Ohio*, and
- 3). Sections 200 through 700 of the *Construction and Material Specifications of the State of Ohio Department of Transportation*

Copies of the *Construction and Material Specifications of the City of Columbus, Ohio* may be obtained from:

Director of Public Service
City of Columbus, Ohio
90 W. Broad Street, 3rd Floor
Columbus, Ohio

Copies of the *Construction and Material Specifications of the State of Ohio Department of Transportation* may be obtained from:

Ohio Department of Transportation
Bureau of Contract Sales
P.O. Box 899
Columbus, Ohio 43216-0899

Contract Documents

The contract documents will be available for examination during regular business hours until the date of bid opening at:

City of Dublin
Parks Operations
6555 Shier Rings Road
Dublin, Ohio 43016

Documents are available online at <http://dublinohiousa.gov/bids-and-requests-for-proposals> at no charge. When downloading bid documents from online you must register as a plan holder to receive any addendums that may be issued.

Prevailing Wages

NOT APPLICABLE X

Bidders shall comply with Chapter 4115 of the Ohio Revised Code (Wages and Hours on Public Works). Bidders are responsible for verifying that the most current wage rates are utilized in their bids. The successful bidder is also responsible for any changes in the prevailing wage rates or classifications throughout its performance of work on the Project.

Bids and Attached Documents

Bidders shall submit their bids on the form of proposal provided by the **Director of Parks Operations**

Each proposal shall be submitted in its entirety in a sealed envelope addressed to:

Jason Anderson, Director of Parks Operations
City of Dublin
Parks Operations
6555 Shier Rings Road
Dublin, Ohio 43016

Each sealed envelope containing a proposal shall be plainly marked on the outside as – “Bid for: 2017 City of Dublin South Landscape Maintenance Project” The envelope shall bear the name and address of the bidder.

If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope and the outside of the envelope must be addressed to and marked:

Jason Anderson, Director of Parks Operations
City of Dublin
Parks Operations
6555 Shier Rings Road
Dublin, Ohio 43016
BID FOR: 2017 City of Dublin South Landscape Maintenance Project

Bidders shall submit the following with their proposals:

1. Non-collusion Affidavit.
2. Bid Guaranty.
3. List of Subcontractors if applicable.
4. Delinquent Personal Property Tax Affidavit.
5. Affidavit of Authority (if Bidder is a corporation).
7. Experience Record/References.
8. Power of Attorney (if Bidder is an out-of-state corporation).

The City of Dublin, Ohio reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

Bidders may address inquiries to:

**Jason Anderson, Director of Parks Operations
City of Dublin
Parks Operations
6555 Shier Rings Road
Dublin, Ohio 43016
614-410-4700**

By order of the City Council of the City of Dublin, Ohio.
CITY OF DUBLIN, OHIO
Dana McDaniel
City Manager

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Immediately notify **City of Dublin Contract Specialist Tim Jansen** upon finding discrepancies or omissions in the bidding documents.

Direct inquiries and questions to **Jason Anderson, Director of Parks Operations, City of Dublin, 6555 Shier Rings Road, Dublin, Ohio 43016.**

1. Submit written request for clarification, correction or interpretation to the City not less than 7 days before the date for receipt of bids.
2. Modifications to the bidding documents will be issued as Addenda to the specifications and will become a part of the Contract.
3. No bidder shall rely on oral modifications or any other method of clarification, correction or interpretation of the bidding documents. Only modifications set forth in an Addendum will be binding.

BIDDING FORMS

PROPOSAL

2017 City of Dublin South Landscape Maintenance Project

_____ (the "Bidder") submits this Proposal having read and examined the contract documents, including but not limited to the Invitation to Bid; the City of Dublin, Ohio

Addenda Number

Date of Receipt

The Bidder proposes to provide the above named PROJECT/SERVICE/COMMODITY in accordance with the contract documents for the following sum:

Total Bid (in figures): \$ _____

Total Bid (in words): _____ dollars and _____ cents.

In the event of a discrepancy between the amount of the total bid as written in figures and in words, the amount written in words shall govern.

Unless otherwise specified in the Bid Document the amount of the total bid is based on the unit prices or lump sum set forth in the Bid Schedule attached hereto and incorporated herein.

The Bidder understands and agrees that delivery under the Agreement for **2017 City of Dublin South Landscape Maintenance Project** shall be complete by **December 31, 2017** or as specified in bid documents unless an extension of time is granted by Jason Anderson, City of Dublin, Director of Parks Operations.

Upon failure to have all work completed within the project time, the City of Dublin, Ohio shall be entitled to retain or recover from the Bidder, as liquidated damages, and not as a penalty, the amounts set forth in the following table for each and every calendar day until completion. The right of the City of Dublin, Ohio to recover liquidated damages shall not substitute for any recovery for additional costs in the event the Bidder fails to complete the Agreement for **2017 City of Dublin South Landscape Maintenance Project** according to the contract documents.

Liquidated Damages:

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$0-25,000	\$ 100.00
25,001-50,000	150.00
50,001-100,000	200.00
100,001-500,000	300.00
500,001-1,000,000	500.00
1,000,001-2,000,000	750.00
2,000,001-5,000,000	1,000.00
5,000,001-10,000,000	1,500.00
Over \$10,000,001	2,000.00

REPRESENTATIONS OF THE BIDDER

The Bidder represents the following:

1. The Bidder has read and understands the contract documents and understands that it must comply with all requirements of the contract documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
2. The Proposal is based upon the items specified by the contract documents.
3. The Bidder has visited the site, become familiar with local conditions, and has correlated personal observations about the requirements of the contract documents. The Bidder has no outstanding questions regarding the interpretation of the contract documents.
4. The Bidder has submitted the following in connection with this Proposal and the information contained therein is complete and accurate:
 - a. Non-collusion Affidavit.
 - b. Bid Guaranty.
 - c. List of Subcontractors.
 - d. Delinquent Personal Property Tax Affidavit.
 - e. Affidavit of Authority (if Bidder is a corporation).
 - g. Experience Record/References.
 - h. Power of Attorney (if Bidder is an out-of-state corporation).

6. The Bidder understands that the Agreement for the **2017 City of Dublin South Landscape Maintenance Project** is subject to all of the provisions, duties, obligations, remedies and penalties of Ohio Revised Code Chapter.
7. Within ten (10) business days from the date of receipt the Notice of Intent to Award, the Bidder understands that it must enter into and execute an Agreement for the **2017 City of Dublin South Landscape Maintenance Project** with the City of Dublin, Ohio if awarded on the basis of this Proposal. If the Bidder does not execute an Agreement for the **2017 City of Dublin South Landscape Maintenance Project** for any reason, the Bidder and the Bidder's surety shall be liable to the City of Dublin, Ohio as provided in Ohio Revised Code Section 153.54(G).
8. Within ten (10) business days of the date of receipt of the Notice of Intent to Award, the Bidder understands that it must submit the following:
 - a. Performance Bond (if required).
 - b. Certificate of Insurance and a copy of Additional Insured Endorsement.
9. The Bidder understands that it must furnish any other information requested by the **City of Dublin Director of Parks Operations, Jason Anderson.**

BID PROPOSAL FORM

A. BIDDER CERTIFICATION

1. BIDDER _____
2. The undersigned declares that it has visited all sites and thoroughly examined the Contract Documents for the proposed work and that, if its bid is accepted, it will enter into the Agreement with the City in the form included with the Contract Documents, and that it will take in full payment therefore for the duration of the Agreement period, the lump sum or unit price applicable to each item of the work as stated in the following schedule.

B. TOTAL BASE BID

1. Year One: From February, _____ thru December _____
 - a) Annual Cost \$ _____

C. UNIT COSTS

- a) Bed Maintenance – Cost per 1,000 square feet/week \$ _____
- b) Mulching Beds – Cost per 1,000 square feet per occurrence \$ _____
- c) Mowing – Cost per 1,000 square feet/week \$ _____
- d) Turf Repair – Topsoil and seed per square foot \$ _____
- e) Paver/Concrete maintenance – Cost per 1,000 square feet \$ _____
- f) Bulk mulching – Cost per cubic yard applied \$ _____

Each price given is the final to the City and includes all taxes, overhead, and profit of the bidder. By submission of this Bid, each bidder certifies, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other bidder or with any competitor.

Monthly invoices must identify each cost component as described in MONTHLY COST. Supporting documentation must be included for labor hours from a viable timekeeping source.

NOTE: for the city to consider this a valid bid, the bid must be signed by a principal officer or owner of the company who is submitting the bid. Such signature will attest to the fact that all instructions, general conditions, technical specifications and other contract documents have been read, understood and accepted by the bidder.

BY _____ TITLE: _____
(PRINT NAME)
_____ DATE: _____

(SIGNATURE)

We have reviewed the Contract Documents and submitted four (4) copies of our bid and included the City Specification sheet and do not take exception to any part of the Invitation to Bid or the Contract Documents.

(Legal Company Name)

(Signature of Authorized Representative)

(Title of Authorized Representative)

(Business Address)

(City, State, and Zip Code)

(Date)

The bidder is (circle one):

1. Corporation, licensed in the State of _____
2. Partnership
3. Individual or Sole Proprietor
4. Limited Liability Company, organized in the State of _____
5. Other, explain: _____

NOTE: If the bidder is a corporation or limited liability company, give below the names of its President or equivalent and its chief financial officer or equivalent, and general manager, if any; if a partnership give full names and residential addresses of all partners; and if an individual, give residential address if different from business address:

NOTE: IF THE BIDDER IS A CORPORATION, IT MUST COMPLETE THE CORPORATE AFFIDAVIT INCLUDED WITH THIS BID FORM. IF THE BIDDER IS ANY TYPE OF BUSINESS, OTHER THAN A SOLE PROPRIETORSHIP OR CORPORATION, THE BIDDER MUST SUBMIT EVIDENCE SUFFICIENT TO ESTABLISH THAT THE PERSON EXECUTING THE BID HAS THE REQUISITE AUTHORITY TO BIND THE BIDDING ENTITY UNDER OHIO LAW. FAILURE TO PRODUCE SUCH EVIDENCE WILL RESULT IN THE CITY DECLARING THE BID NOT RESPOSIVE.

The Bidder hereby signs this Proposal on the ____ day of _____, **2017**

CORPORATE AFFIDAVIT

(To be completed if the Contractor is a Corporation)

Name of Corporation: _____

By: _____
(Signature)

Print Name: _____

Title: _____

Federal Identification Number: _____

Address: _____

Telephone: () _____

Fax: () _____

State of Incorporation: _____

Names and addresses of Corporate Officers:

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

2017 City of Dublin South Landscape Maintenance Project

STATE OF _____
COUNTY OF _____, SS:

I, _____ (Affiant),
_____ (Title) of _____ (the
"Bidder"), after being cautioned and sworn, represent to the City of Dublin, Ohio, the
following: (check the appropriate statement)

At the time the Proposal was submitted, the Bidder was not charged with delinquent personal property taxes on the General Tax Lists of Personal Property of a county in which the City of Dublin, Ohio has territory (Franklin, Delaware, and Union Counties).

OR

At the time the Proposal was submitted, the Bidder was charged with delinquent personal property taxes on the General Tax Lists of Personal Property of a county in which the City of Dublin, Ohio has territory (Franklin, Delaware, and Union Counties) and that the amounts of such due and unpaid delinquent taxes, including due and unpaid penalties and interest, are set forth below:

<u>Taxes:</u>	<u>Penalties and Interest:</u>	<u>Counties:</u>
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____

(Signature of Affiant)

(Print Name)

Sworn to and subscribed before me this ____ day of _____ **2017**

Notary Public

NONCOLLUSION AFFIDAVIT

2017 City of Dublin South Landscape Maintenance Project

STATE OF _____
COUNTY OF _____, SS:

I, _____ (Affiant),
_____ (Title) of _____
(the "Bidder"), after being cautioned and sworn, represent to the City of Dublin, Ohio the following:

1. The bid price contained in the Bidder's Proposal for the Project has been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such bid price with any other bidder or third party.
2. Unless otherwise required by law, neither the bid price nor the Proposal has been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other bidder or to any third party that would have any interest in the bid price.
3. No attempt has been made or will be made by the Bidder to induce any other individual, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signature of Affiant)

(Print Name)

Sworn to and subscribed before me this ____ day of _____, **2017**.

Notary Public

AFFIDAVIT OF AUTHORITY

2017 City of Dublin South Landscape Maintenance Project

STATE OF _____

COUNTY OF _____, SS:

I, _____ (Affiant), after being cautioned and sworn, state the following:

1. I am the Secretary of _____ (the "Company"), a corporation organized and existing under the laws of the State of _____.
2. I am familiar with the records of the Company.
3. _____ (name of officer) is authorized to sign the Proposal and to execute a contract on behalf of the Company for the above-referenced project.

(Signature of Affiant)

(Print Name)

Sworn to and subscribed before me this _____ day of _____, **2017.**

Notary Public

LIST OF SUBCONTRACTORS

Not Applicable _____

2017 City of Dublin South Landscape Maintenance Project

NOTE: The bidder must perform at least 50% of the total contract cost with its own forces.

Complete the following information for all subcontractors, which will be employed on the Project.

1. Name of Subcontractor: _____

Federal Identification Number: _____

Address: _____

Type of Work Subcontractor to Provide: _____

Approximate Percentage of the Contract
Cost to be Performed by Subcontractor: _____

Experience Record: _____

2. Name of Subcontractor: _____

Federal Identification Number: _____

Address: _____

Type of Work Subcontractor to Provide: _____

Approximate Percentage of the Contract
Cost to be performed by Subcontractor: _____

Experience Record: _____

3. Name of Subcontractor: _____

Federal Identification Number: _____

Address: _____

Type of Work Subcontractor to Provide: _____

Approximate Percentage of the Contract
Cost to be performed by Subcontractor: _____

Experience Record: _____

4. Name of Subcontractor: _____

Federal Identification Number: _____

Address: _____

Type of Work Subcontractor to Provide: _____

Approximate Percentage of the Contract
Cost to be performed by Subcontractor: _____

Experience Record: _____

BIDDER QUALIFICATION STATEMENT

Important Note: The City of Dublin plans to enter into a contract with the lowest and best bidder. While price is an important factor, the City desires quality landscaping services and recognizes that quality may not coincide with the lowest price. To assist in determining the lowest and best bidder, the City reserves the right to conduct interviews with the two or three best bidders to further discuss the responses to the qualifications listed below.

ON A SEPARATE SHEET, ANSWER THE FOLLOWING QUESTIONS. ENSURE THAT YOUR ANSWERS ARE CLEARLY MARKED TO CORRESPOND TO THE LETTER OF THE QUESTION YOU ARE ANSWERING (NOTE: IF BIDDER QUALIFICATIONS STATEMENT HAS BEEN SUBMITTED ON AN ACCEPTED BID WITHIN THE PAST TWO YEARS, IT WILL NOT BE NECESSARY TO SUPPLY IT AGAIN AT THIS TIME).

- A. Provide founding date and any changes in company name or ownership during the past seven years. Include acquisitions, if any, during the past seven years.
- B. Describe your past experience and recent performance another contracts you have worked within the last 3 years which are at least 50% of the price of this Contract. Provide contact information for each. Include specific examples regarding:
 - a) Experience with public entities such as Federal, State, or local.
 - b) Describe and cite examples that demonstrate an excellent record of past performance on Federal, State, and/or local projects. Describe your accomplishments with regards to quality of work, timeliness, cost, cooperation, and harmonious working relationship.
- C. List other contracts of a similar nature to this Contract where you failed to perform properly or meet a deadline on time.
- D. Describe the management/supervisory structure you plan to implement to support optimum quality standards for the City.
 - a) Describe your methods for recruiting, training and retaining the best employees. How will the bidder's management philosophy ensure that the landscaping staff will be dedicated, well-trained, and dependable?
 - b) Include an organizational chart of those individuals critical to the success of this potential agreement within your organization beginning with your Chairman and/or COO.
 - c) Describe the hierarchy of support recommended to meet the goals and requirements of this bid.
 - d) Include the relative background of the individuals and their responsibilities. Include information regarding the Project Supervisor you plan to assign to this project.
- E. Describe how you plan to maintain the quality standards required by the City.
- F. Describe the overall implementation strategy of your services. Provide a detailed plan to implement your proposed strategy including a detailed timeline for each task.

EXPERIENCE RECORD/REFERENCES

2017 City of Dublin South Landscape Maintenance Project

NOTE: Bids from contractors inexperienced in this particular type of work will not be considered.

Complete the following information with respect to previous purchasers.

1. Name of Person to Contact for Reference: _____

Address: _____

Phone: () _____

2. Name of Person to Contact for Reference: _____

Address: _____

Phone: () _____

3. Name of Person to
Contact for Reference: _____

Address: _____

Phone: () _____

CONTRACT FORMS

NOTICE OF INTENT TO AWARD

2017 City of Dublin South Landscape Maintenance Project

To: _____

You are hereby notified that the City of Dublin, Ohio has accepted the Proposal submitted by you on _____, 2017 in response to the Invitation to Bid for the above-referenced project.

Within five (5) business days from the date of receipt of this Notice of Award, you are required to:

1. Execute an Agreement for Construction.
2. Submit a Performance Bond.
3. Submit a Certificate of Insurance and a copy of an Additional Insured Endorsement.
4. Submit an Affirmative Action Certificate of Compliance.

If you fail to execute the Agreement for the 2017 **South Landscape Maintenance Project** or provide the required submittals within five (5) business days from the date of receipt of this Notice of Intent to Award, you or your surety shall be liable to the City of Dublin, Ohio as provided in Ohio Revised Code Section 153.54(G) and the City of Dublin, Ohio may award the contract to the next lowest and best bidder.

You are required to prepare and submit a progress schedule prior to the pre-construction conference to be held on _____, **2017. Not Applicable** _____

Return an acknowledged copy of this Notice of Intent to Award to:

**Jason R. Anderson, Director of Parks Operations
City of Dublin
Parks Operations
6555 Shier Rings Road
Dublin, Ohio 43016**

CITY OF DUBLIN, OHIO

Date: _____

By: _____
**Jason R. Anderson
Director of Parks Operations**

RECEIPT OF NOTICE OF INTENT TO AWARD

Receipt of this Notice of Intent to Award is hereby acknowledged this ____ day
of _____, **2017**.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Contract No: _____

**STANDARD AGREEMENT
CITY OF DUBLIN, OHIO**

This Agreement is entered into this _____ day of _____, 20____, by and between the City of Dublin, Ohio (**DUBLIN**), the Owner, located at 5200 Emerald Parkway, Dublin, Ohio 43017, and the

SERVICE PROVIDER

for services in connection with the **2017 South Landscape Maintenance Project** for all labor, materials and equipment necessary for the area throughout the City of Dublin.

FOR THE FOLLOWING

2017 South Landscape Maintenance Project

Various locations throughout the City of Dublin

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS EXECUTION, COMPLETION AND MODIFICATION.

CONTRACT DOCUMENTS

This Agreement is for performance of a portion of the Work for the Project identified above. All Work by Service Provider shall be performed in accordance with the Contract Documents. The Contract Documents comprise of and include this Agreement, General and Supplemental Conditions, Plans and Specifications, Project Manuals and all amendments thereto. These Contract Documents are hereby specifically incorporated herein as part of this Agreement and shall govern the Service Provider for his portion of the Work related to the Project.

Service Provider shall furnish all materials, supplies, equipment, and other items proper or necessary to perform and complete the Work, including specifically providing all supervision and labor required for the completion of the Work in accordance with the Contract Documents.

Service Provider agrees and acknowledges that it has evaluated and is satisfied with the conditions and limitations under which the Work is to be performed, including, without limitation (i) the location, condition, layout and nature of the Project site and surrounding areas; (ii) generally prevailing weather and climatic conditions; (iii) anticipated labor supply and costs; (iv) availability and cost of materials, tools and equipment; and (v) other similar issues. Service Provider further represents and warrants that it is familiar with the entire Scope of its Work and that the Contract Price includes all of its Work that is specifically included in the Contract Documents or which is reasonably inferable from the Contract Documents.

Contract shall become effective immediately upon execution and shall expire on December 31, 2017, with an option for the City to extend the Contract for the maximum of two years, in one-year increments. The options to extend the contract will not exceed December 31, 2019. Said extension shall be confirmed by letter from the City to the Contractor. No prior written notice for termination of contract will be required, except if contract is to be terminated prior to December 31, 2017, whereby the City will give thirty (30) days' notice

(See Termination). The City of Dublin shall pay the Contractor for performance of the Agreement, subject to additions and deductions as provided in the Contract Documents, the amount \$_____ (Contract Price), based upon the Proposal dated _____ submitted by the Contractor.

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, Service Provider shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement.

CONTRACT PRICE

As full compensation for performance of the Agreement, Dublin agrees to pay Service Provider in current funds the Contract Price for the satisfactory performance of the Work, in the manner described below, subject to all applicable provisions of the Agreement (check appropriate box):

☐ the firm fixed price of \$_____ subject to additions and deductions as provided for in the Contract Documents; and/or

- ☐ unit prices in accordance with the attached Schedule of Unit Prices and estimated quantities, which is incorporated herein by reference and identified as Schedule; and/or
- ☐ time and material rates and prices in accordance with the attached Schedule of Labor and Material Costs which is incorporated herein by reference and identified as Schedule _____.

The firm fixed-price, unit prices and/or time and material rates and prices are hereinafter referred to as the "Contract Price."

SURETY BONDING

BONDS

Service Provider shall, if required, furnish to Dublin appropriate surety bonds to secure performance of the Work and to satisfy all Service Provider's payment obligations under the Agreement. The surety bond shall provide that the terms of the Agreement and Contract Documents are incorporated by reference therein. Any bond provided by Service Provider pursuant to this provision is hereby deemed to so incorporate the Contract Documents and it is understood that the surety is accepting each and every responsibility and obligation which Service Provider has assumed toward Dublin under this Agreement and the Contract Documents, including but not limited to liability for indemnity, attorneys' fees and delay damages.

Bond: ☐ Required ☒ Not Required

If a performance or payment bond, or both, are required of the Service Provider under this Agreement, then said bonds shall be in the full amount of the Contract Price, unless otherwise specified herein.

The cost of the bond, if required, is included in the Contract Price.

In the event Service Provider shall fail to provide the required bonds within seven days after date of signature of this Agreement by both Parties, Dublin after giving the Service Provider written notice and opportunity to cure this may terminate this Agreement and enter into a contract for the balance of the Work with another contractor. The Service Provider shall pay all Dublin's costs and expenses incurred by Dublin as a result of said termination.

PERFORMANCE OF WORK

TIME IS OF THE ESSENCE

It is expressly understood and agreed by and between the Parties that time is of the essence regarding completion of the Work by Service Provider. Service Provider shall undertake all activities necessary for the performance of its Work immediately upon receipt of a letter of intent or notification of the award of this Agreement and shall commence work hereunder so that the entire Project may be completed in accordance with the Project Schedule. Service Provider shall

perform, coordinate and schedule its Work so as not to cause any delay or disruption to the Project Schedule, the work of other entities on this Project or the completion date of the Project.

Service Provider acknowledges and agrees that Dublin will incur additional costs, damages, liabilities, lost profits or losses related to loss of use if this Project is not completed in accordance with any milestone or interim dates/deadlines or the substantial or final completion dates on the Project Schedule. As a result, Service Provider shall be liable for and shall reimburse Dublin for any such additional costs, damages, liabilities, lost profits or losses related to loss of use for its failure to meet all milestone, interim, substantial or final completion dates in accordance with the Project Schedule.

RELATIONSHIP OF THE PARTIES

Service Provider accepts the relationship of trust and confidence established by this Agreement to exercise its skill and judgment to further Dublin's interests, and to perform the Work in an expeditious and economical manner consistent with Dublin's interests. Nothing in this Agreement shall be construed to constitute the relationship between Service Provider and Dublin as a partnership, association, or joint venture.

Service Provider shall perform its Work under the general direction of Dublin (and/or Dublin's representative, construction manager, architect, or other duly authorized individual/entity) and in accordance with this Agreement and as reasonably inferable from the Contract Documents as being necessary to produce the intended results as specified hereafter.

PROJECT SCHEDULE

Service Provider agrees to perform its work in accordance with the sequence and schedule for this Project, and with any updates thereto (referred to in this Agreement as the "Project Schedule"). By agreeing to perform its Work in accordance with the Project Schedule, Service Provider has included reasonable allowances for out of sequence work, and weather and unusual or unforeseen delays. If requested by Dublin, Service Provider shall participate and cooperate in the development of the Project Schedule and any revisions thereto.

Service Provider shall continuously monitor the Project Schedule so as to be fully familiar with the timing, phasing and sequence of operations of Service Provider's Work and the other work being performed on the Project. Service Provider shall coordinate its Work with all other work on the Project to avoid conflict or interference with such other work.

If Dublin determines that Service Provider's Work has failed to meet the Project Schedule or any update thereof, Service Provider shall within seventy-two (72) hours of its receipt of written notice from Dublin prepare and submit a recovery schedule relating to its activities. Service Provider agrees that it shall at its sole cost and expense take such measures as are necessary, including adding manpower and/or equipment and/or working overtime to accelerate its activities to conform to the Project Schedule or any update thereto. Should Service Provider fail to undertake such measures Dublin shall have the right to supplement Service Provider's forces and/or equipment and back-charge Service Provider for the costs so incurred, together with a markup of ten percent (10%) for overhead and profit.

PERFORMANCE

Service Provider shall use its best care, skill, and diligence in supervising, directing and performing, the work. Service Provider shall have sole responsibility for the performance of the Work, including the methods, techniques and means for completing all portions of the Work. Service Provider has the responsibility to ensure that all material suppliers and subcontractors adhere to the Contract Documents, and that they order materials in time, taking into account the current market regarding both pricing and delivery conditions.

EXTRAORDINARY MEASURES BY DUBLIN

If the performance of the Work, as of a milestone or interim date/deadline on the Project Schedule, has not progressed or reached the level of completion required by the Contract Documents, Dublin shall have the right to order Service Provider to take corrective measures necessary to expedite the progress of the Work, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. Dublin's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Project Schedule. Service Provider shall not be entitled to an adjustment in the Contract Price in connection with Extraordinary Measures required by Dublin.

INTERPRETATION OF AGREEMENT

INCONSISTENCIES AND OMISSIONS

Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of Service Provider to so notify Dublin in writing within three (3) working days of Service Provider's discovery thereof. Upon receipt of said notice, Dublin shall instruct the Service Provider as to the measures to be taken and Service Provider shall comply with Dublin's instructions. If Service Provider performs work knowing it to be contrary to any applicable laws, statutes, ordinances, building codes, rules or regulations without notice to Dublin and advance approval by appropriate authorities, then Service Provider shall assume full responsibility for such work and shall bear all associated costs, charges, fees and expenses necessarily incurred to remedy the situation.

LAW AND EFFECT

The performance of this Agreement and all of its terms and conditions shall be interpreted and governed by the laws of the State of Ohio, unless otherwise noted herein.

SEVERABILITY

The partial or complete invalidity of anyone or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

ENTIRE AGREEMENT

This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the Parties hereto and, unless specifically referenced herein, supersedes any prior negotiations, representations, or agreements, either written or oral.

DUBLIN'S OBLIGATIONS

FINANCING INFORMATION

Upon written request from Service Provider, Dublin agrees to furnish reasonable evidence that financial arrangements have been made or otherwise exist to fulfill Dublin's payment obligations under the Agreement.

PROJECT FEES

Except for permits and fees, which are the responsibility of Service Provider, Dublin agrees to secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

TIMELY COMMUNICATIONS

Dublin, with reasonable promptness, shall transmit all submittals, transmittals, and written approvals relating to the Work. Any other information or services relevant to service Provider's performance of the Work under Dublin's control shall be furnished by Dublin after receipt from Service Provider of a written request for such information or services.

SERVICE PROVIDER'S OBLIGATIONS

RESPONSIBILITIES

Service Provider shall furnish all of the labor, materials, equipment, and services, including, but not limited to, competent supervision, shop drawings, samples, tools, and equipment as may be necessary for the proper performance of the Work in accordance with and as reasonably inferable from the Contract Documents.

SUBCONTRACTING

Service Provider shall provide to Dublin written notice that it intends to subcontract any of the Work covered by the scope of the Contract Documents to a third party. Dublin shall have the right to approve any and all such subcontracts and Service Provider shall not allow any work to be performed by any subcontractor that has not been approved in writing by Dublin. Service Provider agrees that it shall not be entitled to any additional compensation in the event that Dublin does not approve a proposed subcontractor. Service Provider further agrees to incorporate the terms and conditions of this Agreement into every subcontract.

In the event that Service Provider has work performed by a subcontractor who has not been approved by Dublin, Dublin shall have the right to terminate this Agreement or supplement Service Provider's Work as necessary to have the same completed in accordance with the Contract Documents. Any and all costs incurred by Dublin as a result of such action shall be the responsibility of Service Provider and Dublin may back-charge Service Provider therefor.

SHOP DRAWINGS SAMPLES, PRODUCT DATA AND MANUFACTURERS' LITERATURE

To the extent applicable or required, Service Provider shall promptly submit to Dublin for approval all shop drawings, samples, product data, manufacturers' literature and similar submittals as required by the Contract Documents or as required herein. Service Provider shall prepare and deliver its submittals to Dublin in such time and sequence so as not to delay the Project. The approval of any Service Provider submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Contract Documents unless express written approval is obtained from Dublin authorizing such deviation, substitution or change.

COORDINATION AND COOPERATION

Service Provider shall:

- (a) Cooperate with Dublin and all others whose work may interfere or interface with the Work;
- (b) Before proceeding with the Work under this Agreement, accurately check all previous and surrounding work done by other entities, determine its correctness, specifically note and immediately advise Dublin of any interference or discrepancies with the Work. Failure of Service Provider to detect and report discrepancies shall relieve Dublin of any and all Service Provider claims to recover cost, expense or damage resulting there from; and
- (c) Participate in the preparation of coordination drawings and work schedules involving the Work, to the extent required or requested by Dublin.

AUTHORIZED REPRESENTATIVE

Unless otherwise stated in writing by Dublin, Service Provider shall have a competent foreman, superintendent, or representative, satisfactory to Dublin, on the Project at all times with authority to act on behalf of Service Provider with respect to the work and for the purpose of receiving notices, orders and instructions. Service Provider shall identify the person or persons so authorized to act on its behalf, in writing, before commencing work on the Project. All decisions,

agreements or representations made by Service Provider's designated representative for this Project, whether oral or written, shall be binding on Service Provider.

TESTS AND INSPECTIONS

Service Provider shall schedule all required tests, approvals and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or the Project. Service Provider shall bear all expenses associated with tests, inspections and approvals required of the Service Provider by the Contract Documents, unless otherwise agreed to.

WORKMANSHIP

Every part of the Work shall be executed in accordance with the Contract Documents in a workmanlike and professional manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work, and shall be new.

MATERIALS FURNISHED BY OTHERS

In the event the scope of the Work includes installation of materials or equipment furnished by others, it shall be the responsibility of Service Provider to examine those items, store and install the items, unless otherwise provided for in the Contract Documents, with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts of Service Provider shall be deducted from any amounts due or to become due Service Provider under this Agreement.

SUBSTITUTIONS

No substitutions shall be made in the Work unless permitted in the Contract Documents and then only upon the Service Provider first receiving all approvals required under the Contract Documents for substitutions.

WARRANTY

Service Provider warrants and guarantees that its Work conforms in all respects to the Contract Documents and that it is free from defects in material and/or workmanship. Service Provider hereby warrants and guarantees its work to be free of defects in material or workmanship for a period of one year from the date of substantial completion, or such longer period as may be required by the Contract Documents or provided by any manufacturer's warranty applicable thereto. Service Provider further agrees to furnish any special warranties required by the Contract Documents relating to its Work prior to and as a condition of final payment. Service Provider agrees to perform any remedial or corrective work necessary to satisfy its warranty obligations without cost to Dublin.

UNCOVERING/CORRECTION OF WORK

If directed in writing by Dublin, Service Provider must uncover any portion of the Work, which has been covered by the Service Provider in violation of the Contract Documents or contrary to a directive issued by Dublin. Upon receipt of a written directive from Dublin, Service Provider

shall uncover such Work for Dublin's inspection and then restore the uncovered work to its original condition at the Service Provider's time and expense.

Dublin may direct Service Provider to uncover portions of the Work for inspection by Dublin at any time. Service Provider is required to uncover such Work whether or not Dublin had requested to inspect the Work prior to it being covered. This Agreement shall be adjusted by Change Order for the cost and time of uncovering and restoring any Work which is uncovered for inspection and proves to be installed in accordance with the Contract Documents, provided Dublin had not previously instructed the Service Provider to leave the Work uncovered. If Service Provider uncovers Work pursuant to a directive issued by Dublin, and such Work upon inspection does not comply with the Contract Documents, then Service Provider shall be responsible for all costs and time of uncovering, correcting and restoring the Work so as to make it conform to the Contract Documents.

Service Provider is required to correct in a timely fashion any Work rejected by Dublin for failing to comply with the Contract Documents whether observed prior to the commencement of the warranty period(s) or during the warranty period(s). Service Provider shall correct at its own cost and time and bear the expense of additional services for any nonconforming Work for which it is responsible.

CLEANUP

Service Provider shall at all times: (a) keep the Project and premises free from all rubbish and debris resulting from the Work; (b) broom clean each of its work areas prior to discontinuing work each day; and (c) clean up to the satisfaction of Dublin, including, but not limited to, dirt, grease, machine marks, etc., from walks, ceilings, floors, fixtures, etc. deposited or placed by or resulting from its Work.

If Service Provider fails to immediately commence compliance with cleanup duties within twenty-four (24) hours after written notification from Dublin of non-compliance, Dublin may implement appropriate cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due to Service Provider under this Agreement.

SAFETY OF PERSONS AND PROPERTY

Service Provider is responsible for the health and safety of its employees, agents, subcontractors, and other persons on and adjacent to the Project site. Service Provider, however, shall take all necessary and prudent safety precautions with respect to its Work and shall comply with all safety programs and measures, and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, OSHA. Service Provider shall also coordinate work activities with Dublin, other contractors or entities, or any other parties involved with this Project to reduce the risk of an accident or injury occurring.

Service Provider shall protect any of its Work and materials susceptible to damage from moisture or hosting of mold at all times. Service Provider agrees to indemnify, hold harmless and defend Dublin from any and all claims, losses, costs and expenses (including, but not limited to, all attorneys' and consultants' fees) relating to or arising from mold resulting from Service Provider's Work.

INSURANCE

SERVICE PROVIDER'S INSURANCE

Prior to start of the Work, Service Provider shall procure and maintain in full force and effect Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive or Commercial General Liability Insurance on an occurrence basis, and any additional insurance required of Service Provider. Service Provider shall deliver all certificates of insurance to Dublin, or upon request, copies of the actual insurance policies. All liability insurance policies described above shall be written on a comprehensive form and shall conform to the laws of the State of Ohio. Before any of the Service Provider's employees perform any work on the Project, Service Provider shall furnish Dublin with the Insurance Company's certificate that such coverage has been provided and each certificate shall contain the required limits. Dublin shall be specifically named and included as an additional insured party under all coverage required by this Agreement and coverage for such additional insured shall also be amended to include a waiver of subrogation and primary and noncontributing endorsements in favor of the additional insured.

The types of insurance, and minimum amount of limits, required hereunder are:

- (A) Workers' Compensation Insurance coverage: statutory requirements in the State of Ohio.
- (B) Employers Liability Insurance with limits of not less than \$1,000,000 to anyone person: USL&H; FELA; Jones Act; and, Continental Shelf Act Endorsements, if applicable.
- (C) Commercial General Liability Insurance, written on an occurrence form:
 - X** Standard Limits
 - ☐ Excess Liability Policy, if applicable: \$____,000,000.
 - ☐ Professional Liability, if applicable, \$1,000,000 Each Occurrence, with not less than a Five Year Completed Operations period if claims-made coverage.
 - ☐ Other policies.

NUMBER OF POLICIES

Commercial General Liability insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. The Umbrella Liability coverage must be as broad or broader than the Primary Insurance Policies. **PROPERTY INSURANCE**

Service Provider is responsible to provide insurance coverage for tools, equipment or personal belongings that are owned or leased by the Service Provider or its employees at Service Provider's own expense. Service Provider accepts and shall bear the risk of loss for its property, material, or equipment, which is stored on-site and off-site.

SUBROGATION

Service Provider on behalf of itself, its insurers, successors and assigns does hereby waive any and all rights of subrogation against Dublin relating to or arising from any loss or damage which is within any insurance coverage of Service Provider, regardless of whether a claim has been submitted to or denied by the insurer.

INDEMNIFICATION AND DUTY TO DEFEND

Except to the extent expressly prohibited by statute, Service Provider agrees to fully indemnify and hold harmless Dublin and its elected officials, agents, officers, representatives, attorneys, employees, volunteers, indemnities, independent contractors and invitees from and against any and all claims, causes of action, amounts, damages, demands, expenses, judgments, liabilities, losses, obligations, proceedings and costs, including actual attorneys' fees, expert witness fees and costs incurred, that in whole or in part, arise out of, involve, result from, relate to or are alleged to have been caused by:

- (a) The performance of any aspect of the Work by Service Provider or any of its subcontractors, independent contractors, suppliers, manufacturers, materialmen or persons or entities for whose acts Service Provider is or may be liable and/or their respective agents and/or employees;
- (b) Act(s), failure(s) to act, omission(s) or negligence of or by Service Provider or any of its subcontractors, suppliers, manufacturers, materialmen or persons or entities for whose acts Service Provider is or may be liable and/or any of their respective agents and/or employees.
- (c) Injury or death to persons or damage to property which arises out of, involves, results from, relates to or is caused by, in whole or in part, any action(s), inaction(s) and/or negligence of or by Service Provider or any of its subcontractors, independent contractors, suppliers, manufacturers, materialmen or persons or entities for whose acts Service Provider is or may be liable and/or any of their respective agents and/or employees.
- (d) The failure of Service Provider to pay its subcontractors, suppliers, materialmen, laborers, union fringe benefits or any other obligation arising in the performance of the Work.

This indemnification provision shall not be construed to negate, abridge or reduce any other rights of Dublin and its elected officials, agents, officers, representatives, attorneys, employees, volunteers, indemnities, independent contractors and invitees.

In the event that any such claims, loss, cost, expense, liability, damage or other injury arise or are made or threatened against any indemnity hereunder, Dublin shall have the right to withhold any payments due or to become due to Service Provider an amount sufficient in its judgment and sole discretion to protect and indemnify in accordance with this provision against any and all such claims, loss, damage, cost and expense. All indemnity obligations set forth in this Agreement shall survive the termination of this Agreement or the completion of Service Provider's Work.

CHANGES, CLAIMS AND DELAYS

CHANGES

Change to Agreement

Without invalidating this Agreement, Dublin may change, add to or reduce the Work to be performed hereunder. Any such change may be authorized as set forth herein.

Change Order

A Change Order is a document prepared by Dublin and signed by Service Provider stating their agreement upon the change in the scope of the Work, adjustment in the Contract Price and/or to the Project Schedule.

Adjustment in Contract Price

Service Provider shall not be entitled to receive compensation for extra work, materials or changes of any kind regardless of whether ordered by Dublin or Dublin's Representative, unless a written Change Order has been previously issued and signed by Dublin. If a change was ordered by Dublin or Dublin's Representative, and Service Provider performed but did not receive a written Change Order, Service Provider shall be deemed to have waived any claim for extra compensation, including anything related to schedule impacts or lost productivity, regardless of any written or verbal protests or claims by Service Provider. Dublin's issuance of a signed, written Change Order shall be deemed and construed as a condition precedent to Service Provider's filing of a valid claim for extra compensation as a result of Service Provider's performance of any work not originally included as part of the original scope of Work. If a Change Order requires an adjustment in the Contract Price, the adjustment shall be established by one of the following methods:

- (a) Mutual agreement on a lump sum, which shall be supported by sufficient information submitted by Service Provider to substantiate the amount, including specifically a labor, material, equipment and Service Provider's cost breakdown;
- (b) Unit prices already established in the Agreement or if not established by the Agreement then established by mutual agreement for the adjustment;
- (c) On a time and material basis or, if none, then as otherwise allowed by the Contract Documents, or, if none, as jointly acceptable.
- (d) For overtime work, Service Provider shall only be entitled to recover the premium time differential without mark-up of any kind.

Agreement on any Change Order shall constitute a final settlement, and full accord and satisfaction, of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, the cumulative effect on the Project of all change orders issued to the date thereof, all direct and indirect costs, home office overhead and any and all adjustments to the Contract Price or Project Schedule.

CLAIMS

Claim

A claim is a demand or assertion made in writing by Dublin or Service Provider seeking an adjustment to the Contract Price and/or Project Schedule, an adjustment or interpretation of the Agreement's terms, or other relief arising under or relating to this Agreement, including the resolution of any matters in dispute between Dublin and Service Provider in connection with the Project.

Timing of Claims

Claims by Service Provider must be made within 21 days after occurrence of the event giving rise to such Claim. Claims must be initiated by written notice to Dublin and must be submitted through the "Statement of Claim" Form. Any submitted "Statement of Claim" Forms must be complete, accurate and contain all information requested by the "Statement of Claim" Form. Failure by Service Provider to present written claims within 21 days of the event giving rise to the claim through the "Statement of Claim" shall constitute an express waiver of any rights to additional time, money or other relief.

Claim Documentation

All Claims presented or submitted by Service Provider shall include all supporting documentation and information to allow Dublin to evaluate the Claim. Dublin may request any additional documentation or information from Service Provider (whether maintained in any form or medium) to assist in assessing and evaluating Service Provider's Claim, and Service Provider agrees to provide the same.

Within ten (10) days of its receipt of a written request, Service Provider shall make available to Dublin or Dublin's Representative any books, records or other documents or information in its possession, custody or control relating to any Claim. Service Provider shall also require its subcontractors and suppliers, regardless of tier, to do likewise.

DELAYS/TIME IMPACT

Should Service Provider delay the progress of the Work so as to cause Dublin to suffer or become liable for any damages, Service Provider agrees to pay to Dublin the full amount of any and all such damages. Such damages, at Dublin's option, may be deducted from any payments due, or which become due, under the Agreement. Nothing in this paragraph shall limit Dublin's right to claim all actual damages sustained by it as a result of Service Provider's delay. In addition, Dublin may terminate this Agreement for default as provided herein.

Dublin shall have the right, at any time, to delay or suspend the start or prosecution of the whole or any part of the Work under this Agreement, or to vary the sequence of performance thereof. Progress schedules may from time to time be modified to conform to contract completion requirements.

Dublin shall not be liable to Service Provider for delay to Service Provider's Work by reason of fire or other casualty; or on account of riots or of strikes, or other combined action of the workmen

or other persons; or on account of any acts of God; or any other cause, whether foreseen or unforeseen, beyond Dublin's control.

All schedules incorporated into the Contract Documents or provided during the course of the performance of the Work are provided for the Service Provider's convenience. Dublin does not warrant or guarantee such Schedule(s) and Service Provider should not rely upon the sequence or duration of activities as set forth therein for any purpose, including the pricing of the Work. Service Provider specifically acknowledges that the sequence and duration of activities set forth in the Schedule(s) typically change on projects of this size, nature and complexity, and that they are likely to change on this Project. Dublin shall have the right to determine and, if necessary, change the time, order and priority in which the various portions of the Work is to be performed and all other matters relative to the timely and orderly conduct of the Work.

PAYMENT

GENERAL PROVISIONS

Schedule of Values

If the Agreement is not a unit price agreement, then the Service Provider shall prepare and submit to the Contractor prior to the due date for the submission of Service Provider's first application for payment, a Schedule of Values apportioned to the various divisions or phases of the Work. The Schedule of Values shall include line items for each portion of the Work. Each line item contained in the Schedule of Values shall be assigned an appropriate monetary price such that the total of all such items shall equal the Contract Price. The Schedule of Values shall be prepared in such detail as may be required by Dublin.

Payment Use and Verification

Service Provider is required to pay for all labor, materials, and equipment used in the performance of the Work. Reasonable evidence, satisfactory to Dublin, may be required to show that all obligations relating to Subcontract Work are current before releasing any payment due to Service Provider. If required by Dublin, before final payment is made for the Work, Service Provider shall submit evidence satisfactory to Dublin that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Agreement and the Work, have been paid or otherwise satisfied.

Taxes

Service Provider agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 181 of the Codified Ordinances of Dublin, Ohio, for wages, salaries and commissions paid to its employees and further agrees to require that all of its subcontractors shall also withhold any such municipal income taxes due under such chapter for any work completed or services performed related to this Project.

Payment Not Acceptance

Payment to Service Provider by Dublin does not constitute or imply acceptance of any portion of the Work.

PROGRESS PAYMENTS

Applications

Service Provider's Applications for Payment shall, unless otherwise required by Dublin or the Contract Documents, be submitted on the AIA 0702 form and shall be itemized and supported by the Service Provider's Schedule of Values, unit prices, and any other substantiating data as required by Dublin.

Partial Lien Waivers and Affidavits

Service Provider shall obtain from all of its subcontractors, vendors and suppliers, regardless of tier, a waiver of claim under the relevant mechanic's lien laws for the Project of all claim or lien rights for the amounts for which they have received payments with respect to the Project.

Rejection of Service Provider's Payment Application

Dublin may reject a Service Provider's payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Dublin from loss or damage based upon:

- (a) Service Provider's repeated failure to perform the Work as required by the Contract Documents;
- (b) Loss or damage arising out of or relating to the Contract Documents and caused by Service Provider to Dublin;
- (c) Service Provider's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Work;
- (d) Rejected, nonconforming or defective Work, which has not been corrected in a timely fashion;
- (e) Reasonable evidence of delay in performance of the Work such that the Work will not be completed in accordance with the Project Schedule, and that the unpaid balance of the Contract Price is not sufficient to offset the additional costs or damages that may be incurred by Dublin as a result of the anticipated delay caused by Service Provider;
- (f) Reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to cover the cost to complete the Work; or
- (g) Third party claims involving Service Provider or reasonable evidence demonstrating that third party claims are likely to be filed unless and until Service Provider furnishes Dublin with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established.

Payment Amount

Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. The portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Price allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to Dublin of changes in the Work, amounts not in dispute shall be included and paid upon approval and payment by Dublin.
2. The progress payment amount shall be further modified under the following circumstance: (a) Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Price, less such amounts as Dublin shall determine for incomplete Work, retainage applicable to such Work and unsettled claims.
3. Dublin shall not make advance payments to Service Provider for materials or equipment, which have not been delivered and stored at the site unless the Contract Documents allow otherwise.

Time of Application

For each progress payment period, Service Provider shall submit its progress payment application to Dublin for the Work performed to date no later than the fifth day of each month, unless otherwise agreed.

Stored Materials and Equipment

To the extent permitted by the Contract Documents, applications for payment may include materials and equipment not incorporated into the Work. Approval of payment applications for materials and equipment stored on or off the site shall be conditioned on submission by Service Provider of bills of sale and applicable insurance or such other procedures satisfactory to Dublin to establish the proper valuation of the stored materials and equipment.

Time of Payment

Dublin shall make progress payments for all undisputed amounts to Service Provider for satisfactory performance of the Work no later than thirty (30) calendar days after receipt of Service Provider's complete payment application.

FINAL PAYMENT**Application**

Service Provider may submit its final payment application to Dublin upon acceptance of the Work by Dublin, and upon Service Provider furnishing evidence of fulfillment of the Service Provider's obligations in accordance with the Agreement.

Requirements

When submitting its final payment application, Service Provider shall furnish the following to Dublin:

- (a) The Final Waiver of Lien form attached hereto as Exhibit C. Such form shall be in the amount of the application for final payment and be accompanied by the same Final Lien Waiver form executed by Service Provider's subcontractors, materialmen and suppliers;
- (b) An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Dublin might in any way be liable, have been paid or otherwise satisfied;
- (c) Consent of Service Provider's surety to final payment, if applicable and required;
- (d) Satisfaction of closeout procedures required by Dublin;
- (e) Current certificates of insurance establishing that all insurance coverage required by the Agreement shall remain in effect through the final acceptance of the Project by Dublin, or such later date as may be required by the Contract Documents, and that such coverage will not be materially altered, expire or terminate without thirty (30) days prior certified mail notice thereof; and
- (f) Other data if required by Dublin, such as receipts, releases, and waivers of liens effective upon payment. Acceptance of final payment by Service Provider shall constitute a waiver of any and all claims (whether known or unknown) by Service Provider except those previously made in writing and identified by Service Provider as unsettled at the time of final application for payment.

Time of Payment

Final payment of the undisputed balance due of the Contract Price shall be made to Service Provider within thirty (30) calendar days after receipt of all information required under Section 12.3 of this Agreement.

DISPUTE RESOLUTION

INITIAL DISPUTE RESOLUTION

If a dispute arises out of, or relates to this Subcontract or the alleged breach thereof, the parties shall endeavor to settle the dispute first through direct discussions by and between the parties respective Project Managers or principals.

If the dispute cannot be settled through direct discussions, the parties shall then endeavor to settle the dispute by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Notice of demand for mediation shall be filed in writing with the other party to this Agreement with the American Arbitration Association. The demand for mediation shall be made within a reasonable time after written notice of the claim, dispute or other matter in question has been given, but in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation. The location of the proceedings shall be in Dublin,

Ohio, unless the parties agree otherwise. The parties shall share all costs of the mediation equally.

ARBITRATION/LITIGATION

In the event that a dispute is not resolved as set forth above, Dublin shall have the right, in its sole and exclusive discretion, to elect whether the dispute will then be decided by arbitration or litigation. In the event that Dublin should elect to resolve the dispute through Arbitration it shall so notify Service Provider in writing. The parties will then meet or confer to reach agreement on an arbitrator. The arbitration shall be conducted in general conformity with the Construction Industry Rules of the American Arbitration Association, however, the American Arbitration Association shall not administer the arbitration. The locale of any arbitration hearing shall be Dublin, Ohio. Any award rendered in the arbitration shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

In the event that Contractor should elect to resolve the dispute through litigation jurisdiction thereof shall reside exclusively with the Common Pleas court of Franklin County, Ohio.

PREVAILING PARTY

In the event of any arbitration, the prevailing party shall be awarded its share of the arbitration costs and arbitrator compensation. For the purpose of the application of this provision, the arbitrator(s) shall determine the prevailing party as follows: the prevailing party shall be that party who's last written settlement position (demand/offer) made before the commencement of the arbitration hearing(s) is closest to the final award rendered by the arbitrator(s). In order to be considered for the purpose of this provision, any settlement position (demand/offer) must be in writing and must have been delivered by certified mail to the other party. It is the intent of this provision for the arbitrator(s) to identify the true party prevailing in any arbitration proceeding. To that end, in the event that a party seeking relief has not taken a settlement position, i.e. the claimant, the arbitrator(s) shall consider the settlement demand to be the full relief requested in the arbitration demand. In the event that the respondent has not taken a settlement position, the arbitrator(s) shall consider the offer to be a complete rejection of the relief requested by the claimant. Where there are mixed claims and counterclaims, the determination of the prevailing party shall be within the discretion of the arbitrator(s) consistent with the intent of this provision."

WORK CONTINUATION AND PAYMENT

Service Provider shall carry on the Work and maintain the Project Schedule pending final resolution of a Claim including mediation, arbitration or litigation, unless the Agreement has been terminated or the Work suspended as provided for in the Agreement, or the parties otherwise agree in writing to a partial or total suspension of the Work. If Service Provider is continuing to perform in accordance with the Agreement, Dublin shall continue to make undisputed payments as required by the Agreement.

RECOURSE BY DUBLIN

FAILURE OF PERFORMANCE

Notice to Cure

If Service Provider refuses or fails to supply enough properly skilled workers, proper materials, or maintain the Project Schedule, or it fails to make prompt payment to its workers, subcontractors or suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of a provision of this Agreement, Service Provider may be deemed in default of this Agreement. If Service Provider fails within three (3) working days after written notification to commence and continue satisfactory correction of such default, with diligence and promptness, then Dublin without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

- (a) Supply such number of workers and quantity of materials, equipment and other facilities as Dublin deems necessary for the satisfactory correction of such default, which Service Provider has failed to complete or perform after the aforesaid notice, and charge the cost thereof to Service Provider, who shall be liable for the payment of same including reasonable overhead and profit;
- (b) Contract with one or more additional contractors, to perform such part of the Work, as Dublin shall determine will provide the most expeditious correction of the default and charge the cost thereof to Service Provider;
- (c) Without further notice to Service Provider, withhold payment of monies due the Service Provider in accordance with this Agreement; and
- (d) in the event of an emergency affecting the safety of persons or property (as determined in Dublin's sole discretion), Dublin may correct such default, without first giving three (3) working days' written notice to Service Provider, but shall give prompt written notice of such action to Service Provider, and charge the cost thereof to the Service Provider.

Service Provider agrees to indemnify and hold Dublin harmless from and against any and all damage, loss, cost or expense, including the actual attorneys' fees incurred, arising from or relating to the default of Service Provider, regardless of whether Service Provider cures the default or is ultimately determined not to have been in default of its obligations under this Agreement, in which event the termination shall be deemed to have been a termination for Dublin's convenience.

Termination by Dublin

Termination for Default/Cause

If Service Provider fails to commence and satisfactorily continue correction of a default within three (3) working days after written notification from Dublin, then the Agreement may be terminated and Dublin may use any materials, implements, equipment, appliances or tools furnished by or belonging to Service Provider to complete the Work. Dublin shall issue a written notice of termination to Service Provider at the time the Agreement is terminated.

Dublin may also furnish those materials, equipment, and/or employ such workers or subcontractors, as Dublin deems necessary to maintain the orderly progress of the Work. Service Provider hereby consents to the assignment of its subcontracts or agreements which Dublin, in its sole discretion, deems necessary for the orderly progress of the Work, immediately upon the issuance of a determination of default.

All costs incurred by Dublin in performing the Work, shall be deducted from any monies due or to become due Service Provider under this Agreement. Service Provider shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract Price.

Termination for Convenience

Dublin shall have the right to terminate this Agreement for its convenience by providing Service Provider with written notice thereof. Upon Service Provider's receipt of such notification it shall immediately cease work on the Project and take all steps reasonably available to minimize the cost of termination. In the event of such termination, Service Provider shall be entitled to receive as full and complete compensation the value of Work that is properly completed up to the date of termination as identified on the schedule of values, the cost of any stored material not previously paid for or incorporated in the Work which cannot be returned or restocked, and reasonable direct costs of demobilization. Service Provider shall not be entitled to compensation for any field or home office overhead or any profit on work not performed.

In the event that any court or arbitration panel should determine that a termination of Service Provider by Contractor for cause was a breach of the Agreement, any such termination shall immediately be converted to a termination for convenience and Service Provider's damages shall be so calculated.

Use of Service Provider's Equipment

If Dublin performs work under this Article, or subcontracts such work to be so performed, Dublin and/or the persons to whom work has been subcontracted shall have the right to take and use any materials, implements, equipment, appliances or tools furnished by, belonging or delivered to Service Provider and located at the Project for the purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, implements, equipment, appliances or tools not consumed or incorporated in performance of the Work, and furnished by, belonging to, or delivered to the Project by or on behalf of Service Provider, shall be returned to Service Provider in substantially the same condition as when they were taken, normal wear and tear excepted.

BANKRUPTCY

Termination Absent Cure

Should there be filed by or against Service Provider a petition in bankruptcy, or for a reorganization, or should Service Provider become insolvent or be adjudicated as bankrupt or go into receivership, liquidation or dissolution, either voluntarily, involuntarily or under court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any such event, each of which shall constitute a default hereunder on the Service Provider's part, Dublin shall have the right, in addition to any other rights and remedies provided by this Agreement, the Contract Documents or by law, to proceed in accordance with the provisions of Article 14 of this Agreement.

Interim Remedies

If Service Provider is not performing in accordance with the Project Schedule at the time a petition of bankruptcy is filed, or at any subsequent time, Dublin may avail itself of such remedies under this Article as are reasonably necessary to maintain the Project Schedule.

EQUAL OPPORTUNITY EMPLOYMENT

Service Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. Service Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by Dublin setting forth the provisions of this equal opportunity pledge and commitment.

Service Provider shall comply with all provisions of the DPW Regulation on EEO, and the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

DUBLIN/OWNER:

CITY OF DUBLIN, OHIO

By: _____

Dana McDaniel
City Manager

SERVICE PROVIDER:

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Jennifer Readler, Law Director

CERTIFICATION OF FUNDS

2017 City of Dublin South Landscape Maintenance Project

I, Angel L. Mumma, Director of Finance of the City of Dublin, Ohio, certify that:

1. The Council of the City of Dublin, Ohio has appropriated \$_____ for the above-referenced project by Ordinance No. _____ adopted on _____, **2017**.
2. The amount so appropriated is on deposit or in the process of collection to the credit of the appropriate fund free from any outstanding obligations.

CITY OF DUBLIN, OHIO

Date: _____

By: _____
Angel L. Mumma
Director of Finance

NOTICE TO PROCEED

Not Applicable ____

2017 South Landscape Maintenance Project

To: _____

You are hereby notified to commence work within ten (10) business days from the date of receipt of this Notice to Proceed. You are required to complete the work by **December 31, 2017**.

Return an acknowledged copy of this Notice to Proceed to:

Jason R. Anderson
Director of Parks Operations
City of Dublin
Parks Operations
6555 Shire Rings Road
Dublin, Ohio 43016

CITY OF DUBLIN, OHIO

Date: _____

By: _____

Jason R. Anderson
Director of Parks Operations

RECEIPT OF NOTICE TO PROCEED

Receipt of this Notice to Proceed is hereby acknowledged this ____ day of _____, **2017**.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT

Not Applicable ____

Section 1311.252, Ohio Revised Code

Notice is hereby given of the commencement of a public improvement as follows:

1. The public improvement is identified as:
Project Name: 2017 South Landscape Maintenance Project
Project Number: N/A
Location: Various Locations
2. The public authority responsible for the public improvement is:
City of Dublin, Ohio
5200 Emerald Parkway
Dublin, Ohio 43017
3. The principal contractor and its surety on the public improvement are as follows:

Principal Contractor: _____	Surety: _____
Name _____	Name _____
Address _____	Address _____
City, State _____	City, State _____
Zip Code _____	Zip Code _____
Telephone Number _____	Telephone Number _____

4. The City of Dublin, Ohio first executed a contract with a principal contractor for the public improvement on _____, 2017.
5. The name and address of the representative of the City of Dublin, Ohio upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

Jason R. Anderson, Director of Parks Operations
City of Dublin, Parks Operations
6555 Shire Rings Road
Dublin, Ohio 43016

CITY OF DUBLIN, OHIO

By: _____
Jason R. Anderson
Director of Parks Operations

Sworn to and subscribed before me this _____ day of _____, **2017**.

Notary Public

CHANGE ORDER

2017 South Landscape Maintenance Project

Change Order No. _____ Contractor Name: _____

Date: _____

Agreement Date: _____

The following changes are made to the contract documents:

The changes are made for the following reasons:

Change to contract price:

Original contract amount: \$ _____

Current contract amount
adjusted by previous
Change Orders: \$ _____

The contract will be (circle one:
increased/decreased) due to this
Change Order by: \$ _____

New contract amount (including
this Change Order): \$ _____

Change to contract time:

The contract time will be (circle one: increased/decreased) due to this Change Order by _____
calendar days.

The date for completion of all work will be _____, **20**____.

This Change Order is signed this _____ day of _____, **20**____.

CONTRACTOR

Print Name: _____

Title: _____

CITY OF DUBLIN, OHIO

By: _____

**Dana McDaniel
City Manager**

By: _____

**Jason R. Anderson
Director of Parks Operations**

By: _____

**Angel L. Mumma
Director of Finance**

GENERAL CONDITIONS

**2017
GENERAL CONDITIONS**

A. HOURS OF SERVICE

The City of Dublin reserves the right to establish the order of priority for completion of the various services and to delete any portion of the service upon notification of the successful bidder. The hours of services must adhere to City ordinances governing noise disturbances; specific exceptions to these hours must be requested and may be granted by the City. The City reserves the right to adjust the Contractor's service plan to avoid resident and traffic disruption. The final determination of the hours of service shall be arranged with the Contract Specialist.

B. CONTACTS

The Contract Specialist, or designee, shall be the successful bidder's direct contact and periodic conferences will be held with the department head responsible to review the status of work progress. Written status reports, acceptable via e-mail, will also be required:

Tim Jansen
Contract Specialist,
City of Dublin
Phone: 614-410-4727
E-mail:
tjansen@dublin.oh.us

C. SUPERVISION

1. Contractor shall employ competent supervisory personnel. The Project Supervisor shall provide schedules of all project maintenance, inspect sites on a regular basis, provide quality reports, investigate all complaints, report all items needing repair or non-routine maintenance and generally supervise the maintenance of the project area. The supervisor will ensure that all employees report non-routine maintenance needed or any other unusual or unsafe condition they encounter.
2. The City may require the successful bidder to dismiss from the worksite such employee or employees as he/she deems incompetent, careless, insubordinate, or otherwise objectionable. Successful bidder shall promptly furnish a qualified substitute for the dismissed employee.
3. All successful bidder personnel shall be properly uniformed and display identification of the successful bidder's company at all times

D. DAMAGE

The successful bidder shall be fully and directly responsible for any and all damage to areas and their contents caused by Contractor, its employees, or subcontractors including but not limited to theft or damage that occurs to City trees or other property. Bidder shall complete all work in a thoroughly professional and workmanlike manner in strict accordance with the Contract Documents. The successful bidder shall confine his/her activities to those areas necessary to complete the work and shall take all necessary steps to avoid damage to adjacent surfaces. Bidder shall repair or replace any areas that are damaged during the course of the work to the satisfaction of the City at no cost to the City.

E. EQUIPMENT

Successful bidder shall furnish all supplies and equipment. The cost will be included in the contract costs. All equipment shall be in good working condition.

F. INVOICING

Successful bidder shall furnish a detailed monthly invoice that includes the Monthly Cost described in the Bid Proposal Form; this shall include supporting documentation for labor hours from a viable timekeeping source. The City reserves the additional right to audit the successful bidder's Monthly Cost. The City may request detailed proof of hours worked, supply and inventory purchases, and other details that may be pertinent to the cost included in the invoice.

G. DEFENSE AND INDEMNIFICATION

The successful bidder will be required, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City and its agents and employees from and against any and all liabilities, suits, judgments, proceedings, claims, damages, losses or expenses, including attorney's fees and costs, arising out of or relating, directly or indirectly, to its performance of the Agreement. The successful bidder will also be required to pay any and all attorney's fees incurred by the City, its agents, or its employees in enforcing any of the successful

bidder's defense or indemnification obligations. In any and all claims against the City or any of its agents or employees by any employee of the successful bidder or anyone directly or indirectly employed by the successful bidder, or anyone for whose acts the successful bidder is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

H. TERMINATION

The City reserves the right to terminate landscaping service for falling below the expectations set forth in the Contract Documents. All areas are publicly owned being viewed by the public on a regular basis and are expected to be maintained in a neat and presentable condition at all times. The City of Dublin expects strict adherence with the specifications. The City will not tolerate less than satisfactory performance.

I. COORDINATION

During the progress of the work, the City, or others may be engaged in performing work within areas. The successful bidder shall coordinate the work to be done under this Invitation to Bid with the work of others, in such a manner as the Contract Specialist shall approve or direct.

J. PUBLIC SAFEGUARDS

The successful bidder agrees to conduct the work at all times in such a manner that the general public shall not be inconvenienced needlessly nor shall roadway or shared use path be wholly obstructed at any point.

K. OBLIGATIONS OF THE SUCCESSFUL BIDDER

The successful bidder shall, at his own expense, provide all manner of supervision, labor, materials, apparatus, tools, machinery, transportation, and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper, and lawful maintenance, and use thereof. The successful bidder shall employ only competent workers and shall provide experienced supervisors.

L. OCCUPATIONAL SAFETY AND HEALTH ACT

The applicable sections of the Occupational Safety and Health Act of 1970 (Williams-Steiger Act) shall apply and be made a part of this Invitation to Bid.

M. PERMITS, LAWS, CODES, AND ORDINANCES

The successful bidder shall keep himself fully informed of all existing and current codes, ordinances, and regulations and local, County, State, or National laws in any way limiting or controlling the actions or operations of those engaged in the services bid on or affecting the materials supplied to or by them.

N. WATER SUPPLY

The successful bidder may use the City's facilities to obtain the water supply necessary for landscape watering purposes.

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

1. The maps included in this document (Appendix B) should only be used for assistance with locating general areas of responsibility relevant to this contract. Square footages, boundaries, number and locations of trees, landscape beds, etc., are not necessarily accurate. Service Providers are encouraged to visit all sites and take measurements for bidding purposes. More detailed maps and drawings are available for review at the offices of the City of Dublin Parks Operations located in the City of Dublin Service Center, 6555 Shier Rings Road, Dublin, Ohio from 8am to 4pm Monday through Friday.

SUMMARY

Section Includes:

Turf.
Plants and planting areas.
Stamped cement concrete pavement and brick.
Concrete pavers set in aggregate setting beds.
Asphalt Paved walkways.
Concrete Paved walkways.
Concrete Paved Curbs, gutters and traffic islands.

UNIT PRICES

Work of this Section is affected by the unit price specified.

Unit price applies to additions to and deletions from Work as Authorized by Change Orders. Unit price also will be used to determine the value of missed work in the event the Service Provider fails to perform all obligations of this contract.

DEFINITIONS

Existing Grade: Elevation of existing surface soil.

Integrated Pest Management: The judicious use and integration of various pest control tactics of the associated environment of the pest in ways that complement and facilitate the biological and other natural controls of pests to meet esthetic, economic, and public health goals.

Mower Deck Discharge Cover Assembly: A cover assembly for the discharge opening of a lawn mower, which serves the function of mulching with a fail-safe anti-damage feature and/or enabling the attachment needed for bagging to be mounted. The cover assembly may also include transition means for dispersing the cuttings over a wide area as the cuttings are discharged from the discharge opening.

Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

Planting Area: An area containing one or a combination of the following plant types: shrubs, vines, wildflowers, annuals, perennials, ground cover, and a mulch topdressing excluding turf. Trees may also be found in planting areas.

Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.

Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

Shrubs: Any non-herbaceous or woody plant, distinguished from a tree by its multiple stems and lower height. Examples of shrubs are, but not limited to, taxus, yew, juniper, barberry, burning bush, spirea, and viburnum.

Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project sites. In disturbed areas such as urban environments, the surface soil can be subsoil.

SUBMITTALS

Integrated Pest Management Plan: Including
Weed and pest management strategies
Proposed alternatives to herbicides and pesticides

Product Data: For each type of product indicated.
Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to the Project.

Samples for Verification: For each of the following:
Organic Mulch: 0.5-liter volume of organic mulch required in sealed plastic bag labeled with composition of materials by percentage of weight and source of mulch. Each sample shall be typical of the lot of material to be furnished and provide accurate representation of color, texture and organic makeup.

Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:

Manufacturer's certified analysis of standard products.

Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

Purchase Quantities: Throughout the contract period, the Service Provider shall provide the City's Contract Specialist with monthly reports detailing the purchase quantities of products used for the execution of this agreement including but not limited to the following materials: fertilizer, mulch, pesticides, and herbicides.

OSHA Reportable Injuries: Any injuries occurring on City property that would normally be logged by service provider for federal Occupational, Safety, and Health Administration compliance reasons shall promptly be reported, with as much detail as would be reasonably expected to the City's Contract Specialist.

DELIVERY, STORAGE, AND HANDLING

Bulk Materials:

Neither the Service Provider nor its subcontractor shall dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.

City will not provide any storage facilities for Service Provider's use on any of the median and/or parkway sites.

The Service Provider shall provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

PROJECT CONDITIONS

The sites to be maintained under the provisions of this Agreement will be examined by the Service Provider prior to submitting a bid. The Service Provider will be initially accepting each service area in their present physical condition. In addition, no further demands may be made by the Service Provider for additional service fees due to the lack of understanding concerning the specifications and scope of work described herein. If the site is not in a state of satisfactory condition at the time of bid award, the Service Provider will submit a schedule to bring the site to a satisfactory condition and will thereafter maintain the site to that standard.

Field Measurements: The Service Provider shall verify actual dimensions by field measurements before proceeding with maintenance work.

Weather Limitations: Proceed with maintenance only when weather conditions permit maintenance to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions. Promptly notify Contract Specialist of any weather related delays on the day of the delay.

Coordination:

The Service Provider recognizes that, during the course of this Agreement, other activities and operations may be conducted by City work forces and/or other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Service Provider may be required to modify or curtail certain functions of its operations and shall promptly comply with any request therefore by the Contract Specialist. To the extent that any such modifications may alter the specifications in the agreement, the City will evaluate the need to amend the contract.

The Service Provider shall protect turf areas and repair any damage caused by maintenance operations.

The Service Provider shall take adequate measures to insure that their operations do not harm any existing underground facilities.

Work Within the Road Right-of-Way:

The Service Provider shall perform the required work with the least inconvenience to, and the maximum safety of, the Service Provider and the traveling public.

The Service Provider shall adhere to the requirements for maintaining traffic as indicated in the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways," and the City of Dublin Work zone Traffic Control Program, latest revision(s). In addition, all personnel must wear appropriate clothing such as yellow or orange safety vests or shirts with safety reflective materials.

Barricades and Warning Signs. The Service Provider will be required to provide, erect, maintain (in proper position, clean, legible and good working condition) and remove all lights, signs, barricades and all other traffic control devices necessary to the maintenance of traffic. All traffic control devices shall conform to the latest revision of the OMUTCD for Streets and Highways as amended, as required under Ohio Revised Code Section 4511.09.

Street Lane Closure:

The Service Provider shall notify the City Contract Specialist no fewer than two (2) days in advance of proposed street lane closure by itself or its subcontractor. Street lane closures are only permitted between the hours of 09:00 am and 03:00 pm.

The Service Provider or its subcontractor shall not proceed with street lane closure without City Contract Specialist's written permission.

The Service Provider shall be responsible at all times to conduct the work and keep the work site in compliance with Federal, State and Local safety laws and regulations, including, but not limited

to Occupational Safety and Health Administration (OSHA) requirements. The Service Provider shall have a competent site supervisor and possess proper employee safety and health policies.

The City shall have the right to suspend the operations of the Service Provider and/or its subcontractors if a serious safety violation is discovered.

All work must be performed between the hours of 8am and 8pm and be in compliance with the City of Dublin noise ordinance. Work is to be scheduled to be completed Monday through Friday. Work may be performed on Saturday and Sunday if caused by weather or Holiday delays.

None of the provisions of this contract are intended to nor shall be construed to create any duty or responsibility on the City of Dublin to provide or enforce safety requirements for the Service Provider. The duty, responsibility, and liability for safety shall remain with the Service Provider. Any failure of the City to suspend work or detect violation of any Local, State or Federal safety standard or regulation shall in no case relieve the Service Provider of Service Provider's safety responsibilities.

Responsibility for Damage Claims. The Service Provider shall hold harmless the City of Dublin and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement on account of any act or omission by the Service Provider, or its agents. The Service Provider shall pay any judgment obtained or growing out of such claims or suits.

UNSCHEDULED/EXTRA WORK

The Contract Specialist may authorize the Service Provider to perform additional work, including but not limited to, repairs and replacements when the need for such work arises. Should such repairs or replacements be necessary as a result of Service Provider's negligence, Service Provider will be responsible for completing such repairs or replacing damaged property at no additional cost to the City.

The Service Provider may not change the regular maintenance schedule or work force to do unscheduled/extra work unless authorized by the Contract Specialist.

In order to be considered for extra work projects outside of their contracted sites, the Service Provider must maintain their landscape maintenance sites in a manner that meets or exceeds City standards for landscape maintenance. In all cases, the Contract Specialist will determine standard.

Prior to performing any additional work, the Service Provider shall give a written estimate of labor and materials to the Contract Specialist. No work shall commence without a written estimate. Should a lane closure be required for unscheduled work, the cost of equipment shall be detailed in the estimate. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Contract Specialist may

verbally authorize the work to be performed upon receiving a verbal estimate from the Service Provider.

All additional work shall commence on the specified date established and Service Provider shall proceed diligently to complete said work within the time allotted. All replacements of plant material shall be the same like and kind as what is missing or needed to be replaced, unless authorized by the Contract Specialist.

The Contract Specialist will generate a purchase order, which authorizes the Service Provider to submit an invoice for work performed.

DAMAGE CAUSED BY SERVICE PROVIDER

Any damage to either the City or private property, which was caused by the Service Provider or its subcontractors, shall be repaired or replaced at the Service Provider's expense and to the City's satisfaction. Damages may be the result of, but not limited to:

Power equipment damage to trees, shrubs, turf and sprinklers.
Pruning methods not consistent with City specifications.
Chemical overspray or leaching or lack of chemical control.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

Trees - the City Contract Specialist shall check minor damage such as bark loss from impact of mowing equipment. If in the Contract Specialist's judgment the damage is such that it will stunt or weaken growth, the tree shall be removed and replaced at Service Provider's expense to comply with the specific instructions of the Contract Specialist.

Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the Contract Specialist.

Chemicals - All plant damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil reconditioned to ensure its ability to support plant life.

Irrigation Parts – All Irrigation parts shall be repaired and replaced with same brand of like type and kind as approved by the Contract Specialist.

FAILURE TO PERFORM:

In the event the Service Provider for any reason fails to perform according to the conditions of the contract, the Service Provider must remedy any failure of compliance with the contract within twenty-four (24) hours of written notification delivered by electronic mail. In the event the Service Provider fails to correct the problem with work quality or completeness within twenty-

four (24) hours of notification, the City reserves the right to arrange for the immediate provision of services described by these specifications. Conditions that are in violation of City of Dublin code only require a 5 hour notice to correct before the City of Dublin can arrange for interim corrective services. (City of Dublin code limits grass / weed height to 6 inches) Such cost of interim service will be deducted from the amount owed to the Service Provider and used to provide the funds needed to cover the costs of these services. Any service provider material stored on City property or rights-of-way may be used by the City to perform work. **The City of Dublin will not pay for work not completed by the Service Provider regardless of whether or not provisions were made by the City of Dublin to have the work completed by other means.** The unit prices mentioned in section 1.3 will be used to determine the deduction for any incomplete work. Failure to complete all scheduled mulching by May 15th will result in a failure to perform deduction of \$100.00 per calendar day starting on May 16th and continuing until all contracted areas are mulched to the specifications of the contract.

Thirty days from the expiration of the contract, the Contract Specialist may deem it necessary to conduct an exit inspection to assure all sites within the contract are satisfactory and per contract specifications. The service provider will be held financially accountable with deduction in payment or withholding of payment if contract sites are not ready to turn over in a satisfactory condition. This will include, but not limited to the health of plants, and weed and litter free

PRODUCTS

FERTILIZER

- A. Description: Commercial-grade complete granular or pelleted fertilizer of neutral character, consisting of nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 5 parts nitrogen, 1 part phosphorous, 2 parts potassium (NPK of 5:1:2).

MULCH

- A. Organic. Free from noxious weeds, mold, or other deleterious materials and suitable as a top dressing of trees and shrubs, consisting of the following:
 - 1. Kurtz Brothers, Earth Blend Leaf Compost or equal.
 - 2. Kurtz Brothers hardwood blend
 - 3. Kurtz Brothers Amerimulch Black, Ohio Mulch Absolute Black or approved equal.

Mulch that is applied is to be the same color as the existing mulch.

PESTICIDES

General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for

Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

Pre-Emergent Herbicide: Effective for controlling the germination or growth of weeds within maintained areas at the soil level.

Turf: Product labeled to control turf weeds shall be used.

Planting areas: Product labeled for ornamental areas, shall be used.

Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

Plant Growth Regulator (PGR): Effective for reducing clippings, trimming, edging and mowing requirements. Effective for reducing pruning requirements on shrubs.

EXECUTION

EXTENT OF WORK

The services provided to the City by the Service Provider must include, but will not be limited to the following: mowing and edging (mechanical and chemical), fertilizer application; weed, pest and disease control; approved methods and techniques used for pruning shrubs and trees; chemical controls, turf aerification; trash and debris control; mulching; immediate reporting of vandalism and/or safety hazards to Contract Specialist; and related Integrated Pest Management (IPM) methods and practices. Furthermore, the Service Provider must maintain mulch at the level specified in this agreement, applying mulch as a topdressing as needed. The Service Provider must manage perennials for maximum performance which may require cutting them back throughout the growing season. Beds and pavers should be maintained as weed-free. Edging around trees must be chemical. Edging around beds must be mechanical. The Service Provider shall engage in chemical disease control as needed. It will be the Service Provider's responsibility, without further direction from the City, to meet all contract requirements in this agreement.

FREQUENCY OF MAINTENANCE / SCHEDULE

Begin maintenance immediately upon execution of contract. Inspect all areas at least once a week from April 1, 2017 to November 30, 2017 for compliance with specifications and perform needed maintenance promptly. All turf areas are to be mowed weekly on the same scheduled week day. All landscape beds are to be serviced on the same day that the area is mowed. Right of Ways and medians on Emerald Parkway are to be mowed on Mondays. Right of Ways and medians on Avery, Avery-Muirfield, and Muirfield Drive are to be mowed on Monday or Tuesday. Mowing dates are only to be altered for National Holidays, inclement weather and lack of growth. Inclement weather delays require notification of the Contract Specialist on the day of the delay. Lack of growth delays requires the notification and consent of the Contract Specialist.

EXAMINATION

The Service Provider is responsible for regularly inspecting the entire contract area for compliance with requirements and other conditions affecting performance as set forth in this Agreement. Frequency of inspection should be weekly and increased during high weed and turf growth periods.

PREPARATION

The Service Provider shall protect persons, pedestrians, structures, utilities, sidewalks, pavements, and other facilities, turf, trees, shrubs, and plantings from damage caused by maintenance operations.

The Service Provider shall protect adjacent and adjoining areas from fertilizer and pesticide overspray.

The Service Provider shall protect pedestrians and motor vehicles by ensuring OSHA and manufacturer approved mower deck discharge cover assembly is in place and functioning for it's intended purpose when mowing in and around all parking and roadway right-of way areas or any area in which people are likely to be present. The discharge chute is to be positioned away from persons and vehicles whenever possible.

POLICING:

The Service Provider shall police all maintained areas weekly, at a minimum each time a contract site is serviced. Policing includes removal of limbs, paper, trash, cigarette butts, garbage, rocks, or other debris. Collected debris shall be promptly removed from City property and legally disposed of.

Supplemental hand sweeping of parking lot corners and other parking lot areas, along gutters/curbs inaccessible to power equipment shall be accomplished to ensure a neat appearance.

The Service Provider will remove all advertisements and election signs from the work site, including from utility poles, each time a contract site is serviced. Real estate signs are to be delivered to the Contract Specialist. All other signs are to be disposed of legally.

Leaf Removal: Accumulation of leaves shall be removed from all landscaped areas including walls, gutters, beds, planting beds, and parking lots. Some sites may require additional visits during leaf season, or as directed by the Contract Specialist.

PLANT MAINTENANCE

The Service Provider shall maintain existing plant material and planting areas by edging, pruning, cultivating, weeding, mulching, and performing other operations such as policing as required to maintain and promote healthy growth, vigor and esthetically pleasing plants and planting areas. The Service Provider shall keep contract areas pest free, weed free, and maintain mulch

levels. Planting areas should not encroach into turf or paved areas; a definitive break shall be maintained between turf, paved areas, and planting areas. The Service Provider shall spray or treat the contract area as required to keep shrubs free of insects such as bagworms (*Thyridopteryx ephemeraeformis*), and disease.

The Service Provider shall apply treatments as required to keep plant materials, planting areas, and soils free of pests and pathogens or disease. The Service Provider shall use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical and mechanical controls such as hand removal of bagworm cases or bags, and biological control agents.

The Service Provider shall cut back ornamental grass to between four 4 and six inches (4 - 6") in height, cut back other winter interest perennials, and dispose of material off City property in spring before new growth resumes.

The Service Provider shall cut back non-ornamental grass perennials, and non-winter interest perennials to ground level and dispose of material off City property as soon as leaf blades wilt after growing season.

The Service Provider shall cut back perennial plants including all daylilies, Russian sage, catmint, and salvia is required after initial flush of blooms to encourage second and/or subsequent blooming.

HEDGE AND SHRUB PRUNING

Pruning shall be accomplished by trained and experienced personnel.

Hedges and shrubs are to be pruned as needed or as directed by the contract specialist.

3.8 TREES

Trees in Contract Areas (boulevards, medians, tree lawns, parks, green spaces, etc.):

The City of Dublin shall be responsible for all tree pruning, and tree removal directly within the contract areas. The Service Provider is not responsible for tree pruning. If the Service Provider observes a tree or trees needing service they are to notify the Contract Specialist.

Maintenance of mulch, removal of weeds and basal shoot suckers, and removal of damaged/broken limbs that pose serious public safety risk shall be the responsibility of the Service Provider. All trees and shrubs in the contract area are to be properly mulched. Rule of thumb will be that if you mow around a tree that tree needs to be mulched according to the specifications listed. Power tools are not permitted for the removal of basal shoot suckers; only hand tools will be permitted for this task. No chemicals are to be applied to basal shoots.

The Service Provider shall notify the Contract Specialist of damaged/broken tree limbs that pose serious public safety risk.

The Service Provider shall report all dead, diseased and insect infested branches and limbs to the Contract Specialist.

The Service Provider shall remove and dispose of all trimmings and debris offsite the same day as service and take the material to an appropriate disposal site.

GROUND COVER

Ground cover shall be kept free of weeds, litter, debris and leaves. Ground cover shall not extend beyond the inside edge of the curb or border.

Prune ground cover as needed to maintain at an even/level and consistent height. Cut long branches down to the main growing height of the plant.

REMOVAL OF DYING OR DEAD PLANTS

Remove dead and dying plants and replace with soil and mulch. A shrub or ground cover shall be considered dying or dead when a minimum of 20 percent of the plant has died.

PLANTING AREA MULCHING

Before mulching trees and shrubs, verify that root flare is visible. If root flare is not visible, remove existing mulch and/or surface soil in a level manner to where the top-most root emerges from the trunk.

Maintain mulch surfaces of planting areas and other areas indicated.

Trees and Tree-like Shrubs in Turf Areas (Tree Rings): Maintain organic mulch ring at a minimum thickness of two inches (2"), up to 4 inches , with radius of mulch ring to correspond to drip line of the tree or shrub, not less than twelve inches (12") or greater than 36 inches (36") from trunk or stems. Do not place mulch within **six** inches (6") of trunks or stems. Mulch is to be level or tapered downward toward trunk. All trees in the contracted area are to be properly mulched every year. The only exceptions to this are the field north of Brand and Coffman that is not visible from the Road and the Rings Road Greenspace at Stonehenge; south of the bike path. Mulch around trees is to be maintained at a minimum thickness of 2 inches throughout the year. All landscape beds in the contracted areas are to be properly mulched every year, with the exception of entry features and other areas maintained by HOA's.

Organic Mulch in Planting Areas: Maintain a minimum thickness of two inch (2") of organic mulch, up to 4 inches of mulch over whole surface of planting area. Do not place mulch within six inches (6") of trunks or stems.

If four inches (4") or more of mulch thickness already exists in areas do not apply additional mulch over 4 inches.

Areas where no mulch was applied require annual tillage or cultivation of existing mulch to achieve desired appearance. If the desired appearance is not achieved through

tillage the contract specialist will require the top layer of old mulch to be removed and replaced with new mulch. Re-application of pre-emergent herbicide may be necessary to maintain chemical barrier at no additional cost of to the City. Mulch all areas where herbicide was applied.

Mulch shall not be required where shrubs or groundcover completely hide the soil surface from view.

All mulch applications and/or cultivation shall be completed no later than May 15, 2017. Failure to complete all mulching by this date will result in a \$100.00 per day failure to perform deduction from the months invoice until all mulching is completed.

TURF MAINTENANCE

Turf shall have the appearance of being healthy and well during the entire term of the contract.

Lawns shall be kept reasonably free of weeds by use of selective weed killers. Turf pre-emergent applications shall be applied in April to control broadleaf weeds and crabgrass. The Contract Specialist may require use of an additional broadleaf herbicide application if additional weed control is needed at no additional cost. Extreme caution shall be used to avoid damaging any other plants when selective weed killers are used.

Lawn Fertilization: Use three (3) applications of slow release fertilizers that are a complete pellet type, with appropriate amounts of nitrogen, phosphorous, potassium and trace elements during the growing season of April through November. The Contract Specialist must approve all such applications. The Landscape Service Provider shall provide an annual fertilization schedule to the Contract Specialist. The Service Provider shall notify Contract Specialist twenty-four (24) hrs. in advance of all fertilizer applications

Mowing operations shall be performed in a manner that ensures a smooth surface appearance throughout the year, without scalping or allowing excessive cuttings to remain. Precautions shall be taken to prevent rutting, damage to trees, shrubs and sprinklers.

Turf shall be maintained at heights of no less than three inches (3") and should not be greater than four inches (4") during the growing season.

Mowing shall be done on the same scheduled service day each week. Mowing is to be scheduled to be completed Monday through Friday. Weekends may be used to catch up due to holidays or inclement weather. The service provider is to provide a mowing schedule to the contract specialist at the beginning of the season. The only allowed deviations to this schedule will be for holidays and inclement weather where the entire schedule will be pushed back a day. The service provider is to notify the contract specialist of any delays to the mowing schedule. Any areas missed during a calendar week will be deducted from the months invoice at the marginal rate submitted with this contract. (Areas skipped due to lack of growth as approved by the Contract Specialist will not be deducted)

Walkways and curbs, etc. shall be cleaned immediately following each mowing/edging.

Links grass areas shall be maintained weed free as ornamental turf. Weeds shall not be allowed to exceed four inches (4") in height. Service Provider shall use a pre-emergent weed control

method upon notification to the Contract Specialist. Service Provider shall be required to hand pull weeds upon direction of the Contract Specialist. Links grass areas will also be mowed once (1) per year in the fall. Service Provider may use chemical controls for weeds, insects, and fungus with notification to the Contract Specialist.

AERATION

Aeration of all turf areas shall be done once (1) per year by using a device that removes cores to a depth of two inches (2") at not more than a six-inch (6") spacing.

CHEMICAL EDGING

Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen inches (18") from the trunk of trees and away from the drip-line of shrubs by use of approved chemicals. All treated areas are to be covered with the appropriate depth of mulch.

Linear chemical edging of turf boundaries shall be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. Chemical edging of turf boundaries shall not exceed four inches (4") in width along curbs and sidewalks.

LEAF REMOVAL

Accumulated leaves shall be removed from all landscaped areas including walls, gutters, beds, planters, and parking lots and removed from the site. Some sites may require additional visits during leaf season, or as directed by the Contract Specialist.

STAMPED CEMENT CONCRETE PAVEMENT AND PAVERS

Maintain pavement and pavers by weeding and performing other operations as required to keep areas free of weeds. Use herbicides or treat as required to keep pavement and paver areas free of weeds.

ASPHALT AND CONCRETE PAVED WALKWAYS, CURBS, AND GUTTERS, TRAFFIC ISLANDS.

Maintain asphalt and concrete paved walkways, curbs, gutters and traffic islands by weeding and performing other operations as required to keep areas free of grass and weeds found growing in pavement cracks and seams. Spray or treat as required to keep asphalt, curbs, gutters and concrete free of weeds. This specifically includes the seam where the asphalt meets the concrete gutter. Weeds and grasses 4 inches tall or more are to be hand pulled on the day the area is serviced. Weeds and grasses under 4 inches tall may be sprayed and string trimmed on the next scheduled service. Dirt, mulch, gravel and other debris that may appear on these areas is to be cleaned each time the area is serviced.

ALL TRAFFIC ISLANDS AND MEDIANS LOCATED IN THE CONTRACTED GEOGRAPHIC AREA ARE INCLUDED IN THIS CONTRACT UNLESS SPECIFICALLY EXCLUDED.

PESTICIDE APPLICATION

Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with City's operations and others in proximity to the Work. Notify City before each turf application is performed.

All dead weeds in planting areas must be removed within seven (7) days.

Weeds, which reach a height of 4 inches (4"), are unsatisfactory and will be required to be hand pulled.

Pre-Emergent Herbicides: Apply in accordance with manufacturer's written recommendations.

Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

A. Insecticides: Apply to shrubs in accordance with manufacturer's written recommendations.

Late spring application of insecticide may be needed for effective control of bagworms. All Insecticide treatments applied shall be considered routine maintenance.

Plant Growth Regulators (PGRs): Apply to turf grasses in accordance with manufacturer's written recommendations.

CLEANUP AND PROTECTION

During maintenance, keep adjacent paving clean and work area in an orderly condition.

Protect plants and turf from damage due to landscape operations and operations of other contractors and trades. Maintain protection during maintenance period. Treat, repair, or replace damaged plants or turf.

Promptly remove surplus soil and debris, such as grass clippings, created by turf work from paved areas, planting beds; and tree and shrub rings. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

END OF SECTION